

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP NO. 05-06**

PROJECT TITLE: Primary Public Education Ad Campaign

PROPOSAL DUE DATE: Tuesday, June 1, 2004

EXPECTED TIME PERIOD FOR CONTRACT: June 25, 2004 to November 24, 2004

CONSULTANT ELIGIBILITY: This procurement is open to those CONSULTANTS that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Purpose

To conduct a statewide radio and television advertising campaign to inform voters that their primary system has changed. Voters will need to follow precise instructions to make their vote count. The Office of the Secretary of State will launch a statewide ad campaign to educate voters how to ensure that every vote counts this in the 2004 primary.

This Request for Proposals (RFP) is to solicit proposals from full-service advertising and/or media-buying agencies (hereafter called the "CONSULTANT").

Please note, sales people from television and radio stations will be contacted directly by the winning ad agency.

Agency

The Office of the Secretary of State, hereafter called the "AGENCY."

Background

This fall Washington's primary system will change. Under the new primary system, modeled after Montana's primary, voters must limit their choices to one political party's slate of candidates. Ballot arrangement will be determined at the county level, but must follow one of two options.

Voters may:

(A) Receive multiple ballots (one for each major political party) plus a separate nonpartisan ballot; or

(B) Receive one large ballot with all major political party candidates (candidates may be divided into separate columns by their political party affiliation) and nonpartisan candidates.

The development of the public education ad campaign will begin in June and end on September 15, 2004 based on one of two different scenarios, depending on ongoing court challenges. Once litigation has been resolved the AGENCY will notify the selected CONSULTANT of the primary to be held in September.

The selected CONSULTANT will develop a campaign marketing plan that must include, but not be limited to:

1. The development of strategic placement of broadcast spots for both television and radio, including negotiating for the most cost-effective rate to reach the largest segment of viewers and listeners.

1.2 OBJECTIVES AND DELIVERABLES

The key objective of this Initiative is to: Educate Washington voters on our state's new primary system.

Deliverables

The following deliverables pertain to the period of performance of the initial agreement, from the date of execution through November 24, 2004. All deliverables must have the prior approval of the AGENCY's Communications Director, Trova Hutchins.

The CONSULTANT will be instructed to meet the following deliverables:

1. Write and place statewide radio ads that will run from August 17, 2004 through the end of September 15, 2004. Air time should be most concentrated in the largest media markets in the state of Washington during drive-time. The ads must appeal to the entire voting public. Content must have prior approval by the AGENCY's Communications Director by July 30, 2004.
2. Write and place highly-visible statewide TV ads to run from August 17, 2004 through September 15, 2004. Air time should be most concentrated in the largest media markets in the state of Washington during the hours with the most viewership. The ads must appeal to the entire voting public. Content must have prior approval by the AGENCY's Communications Director by August 5, 2004.
3. Contact sales people from television, radio stations, and newspapers to leverage paid broadcast, radio, and electronic media spots.
4. Conduct a final assessment of the campaign's effectiveness upon completion of the project, and submit a report to the Agency's Communications Director no later than 5:00 PM, November 19, 2004.

Evaluation

1.3 MINIMUM QUALIFICATIONS

CONSULTANTS responding to this RFP must have the following qualifications:

1. Licensed to do business in the State of Washington.
2. Ten years experience in advertising.
3. Submitters must be qualified to place paid media in markets statewide.

1.4 FUNDING

The AGENCY has budgeted an amount not to exceed \$1 million for services covered by this solicitation.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Funding is provided through the state legislature contingent upon the decisions of the Office of the Secretary of State. The AGENCY reserves the right to increase or decrease the amount available.

If any court of competent jurisdiction finds the funding provided for in this agreement, and/or the underlying appropriation, to be invalid or unlawful for any reason, this contract will be terminated by the AGENCY under the "Termination for Convenience" clause without the ten day notice requirements.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 25, 2004 and to end on November 24, 2004. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY. The AGENCY reserves the right to extend the contract for three one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Office of the Secretary of State, is the agency of the State of Washington that is issuing this RFP.

CONSULTANT – Individual or company submitting a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified, and to permit the CONSULTANT community to submit qualifications and proposals to meet the need outlined above.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). CONSULTANTS may contact the RFP Coordinator to receive this RFP in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the CONSULTANT and the AGENCY upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Justin Anderson
Address	PO Box 40229
City, State, Zip Code	Olympia, WA 98504-0229
Street Address	520 Union Ave
City, State, Zip Code	Olympia, WA 98501
Phone Number	360-902-4143
Fax Number	360-664-4619
E-Mail Address	janderson@secstate.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. CONSULTANTS are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the CONSULTANT.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	May 18, 2004
Question and answer period	May 18-June 1, 2004
Letter of Intent to Bid due	May 26, 2004
Proposals due	June 1, 2004

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Evaluate proposals	June 2-3, 2004
Conduct oral interviews with finalists, (Optional)	June 4, 2004
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	June 4, 2004
Negotiate contract	June 7-June 10, 2004
File contract with OFM (if required)	June 11, 2004
Begin contract work	June 25, 2004

The AGENCY reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

CONSULTANTS are required to submit 6 copies of their proposal and samples of work. Two copies must have original signatures and 6 copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 4:30 p.m., local time, on June 1, 2004.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

CONSULTANTS' mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. CONSULTANTS assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement will not be returned.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY and the apparent successful CONSULTANT; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the CONSULTANT desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the CONSULTANT is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a CONSULTANT's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The CONSULTANT must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the AGENCY web site, as follows: <http://www.secstate.wa.gov/elections>. For this purpose, any pertinent information, and answers to substantive questions by CONSULTANTS shall be considered an addendum to the RFP.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by CONSULTANTS certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any afCONSULTANTative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified CONSULTANTS.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The CONSULTANT is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the CONSULTANT can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a CONSULTANT for clarification of its proposal.

The CONSULTANT should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the CONSULTANT's proposal.

It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a CONSULTANT to submit its own standard contract terms and conditions in response to this solicitation. The CONSULTANT may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the CONSULTANT in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the AGENCY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

The Assistant of the Secretary of State and his/her delegates are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit B, Personal Service Contract with General Terms and Conditions

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The 6 major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Samples of Work
5. Cost Proposal.
6. References

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the CONSULTANT in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the CONSULTANT to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the CONSULTANT and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the CONSULTANT (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the CONSULTANT would operate.
6. Identify any State employees or former State employees employed or on the CONSULTANT's governing board as of the date of the proposal. Include their position and responsibilities within the CONSULTANT's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the CONSULTANT may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the CONSULTANT's proposed approach and methodology for the project. This section should convey the CONSULTANT's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the CONSULTANT's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The CONSULTANT may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully demonstrate your experience in creatively placing paid and unpaid radio and television advertising.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the CONSULTANTs propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your ad agency indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the CONSULTANT. This chart must also show lines of authority to the next senior level of management. Include who within the ad agency will have prime responsibility and final authority for the work.
- 2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The CONSULTANT must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Experience of the CONSULTANT (SCORED)

- 1. Indicate the experience the CONSULTANT and any subcontractors have in the following areas:
 - i. Levels of experience the contractor and any subcontractors have in meeting the deliverables listed in Section 1.2; and
 - ii. Levels of experience in highly desirable areas listed in Section 3.3 B (2) below.
- 2. Describe your experience in the following areas:
 - i. Ability to leverage paid and unpaid broadcast, radio, and electronic media PSAs.
 - ii. Experience in planning, providing and placing radio and television advertising.
- 3. Indicate other relevant experience that demonstrates the qualifications of the CONSULTANT, and any subcontractors, for the performance of the potential contract.
- 4. Include a list of contracts the CONSULTANT has had during the last five years that relate to the CONSULTANT's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

Describe any limitations on travel, to meet and work with AGENCY staff in Olympia, and attend meetings with the AGENCY.

5. Business Information

- a. State the name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- b. State the name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.), if applicable.
- c. Provide the legal status of the CONSULTANT (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- d. Provide the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- e. Provide the location of the facility from which the CONSULTANT would operate.
- f. Identify any State employees or former State employees employed or on the CONSULTANT's governing board as of the date of the proposal. Include their position and responsibilities within the CONSULTANT's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the CONSULTANT may be disqualified from further consideration for the award of a contract.

C. Related Information (MANDATORY)

1. If the CONSULTANT or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the CONSULTANT's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the CONSULTANT has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the CONSULTANT's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated, and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the CONSULTANT's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the CONSULTANT in the past five years, so indicate.

D. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business, if certified minority-owned CONSULTANT and/or women-owned CONSULTANT(s) will participate on this project.

3.4 SAMPLES OF WORK (SCORED)

Submit **audio** and **video** cassette samples of ad campaigns completed during past work experience which are relevant to this potential contract. Six copies should be provided. Scoring will be based on a samples quality, creativity, the CONSULTANT's media plan and the CONSULTANT's history of placed communications.

3.5 COST PROPOSAL (SCORED)

Cost proposals must be \$1,000,000 or less to be considered responsive to this RFP. The AGENCY reserves the right to spend less than the full amount specified.

The evaluation process is designed to award this procurement not necessarily to the CONSULTANT of least cost, but rather to the CONSULTANT whose proposal best meets the requirements of this RFP.

A. Identification of Costs (SCORED)

Describe your proposal's fees, ad placement commissions, or recoupment of production costs.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The CONSULTANT is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. CONSULTANTS are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B.Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the CONSULTANT's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

3.6 REFERENCES (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The CONSULTANT must grant permission to the AGENCY to contact the references. Do not include current AGENCY staff as references. References will be contacted for the top-scoring proposal(s) only.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the AGENCY, which will determine the ranking of the proposals.

AGENCY, at its sole discretion, may elect to select the top-scoring CONSULTANT as finalists for an oral presentation.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – ?%

155 points

Project Approach/Methodology	15 points (maximum)
-demonstrates understanding of the project	10 points (maximum)
-demonstrates understanding of elections	5 points (maximum)

Quality of Work Plan	70 points (maximum)
-knowledge of the activities necessary to complete the deliverables in the RFP	10 points (maximum)
-quality of the process outlined	30 points (maximum)
-creativity of the approach.	30 points (maximum)

Project Schedule	20 points (maximum)
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Project Deliverables	30 points (maximum)
--Quality of radio and television ad samples	30 points (maximum)

Outcomes and Performance Measurement	20 points (maximum)
-- appropriate description of proposed impacts/outcomes	10 points (maximum)
--appropriate methodology for how outcomes will be monitored, measured, and reported	10 points (maximum)

Management Proposal – ?%

120 points

Project Team Structure/ Internal Controls	15 points (maximum)
- Appropriate levels of staffing	5 points (maximum)
- Level of involvement of most experienced staff	5 points (maximum)
- Clear lines of control and authority	5 points (maximum)

Staff Qualifications/Experience (maximum)	15 points
-years of experience	5 points (maximum)
- level of experience related to work outlined in RFP	10 points (maximum)

Experience of the CONSULTANT	50 points (maximum)
- Coordinating ad campaigns for agencies/groups of differing types, sizes, and skill levels;	10 points (maximum)
-Ability to work with the media	5 points (maximum)
- Ability to leverage paid and unpaid television, radio, and electronic media PSAs.	35 points (maximum)

Work Samples	40 points (maximum)
- Quality of audio and video samples related to this RFP	11 points (maximum)
- Creative approach to samples	11 points (maximum)
- The CONSULTANT's overall media plan	9 points (maximum)
-The CONSULTANT's history of placed communications	9 points (maximum)

80 points

Cost Proposal – ?%

-clear identification of staff, production, and media costs (staffing costs should be inclusive\ of travel expenses) 40 points (maximum)

-percentage of funds which are designated for actual media production and placement and production of art 20 points(maximum)

- Ability to leverage paid broadcast, radio, and electronic media ads 10 points (maximum)
- Proposed pro bono benefits 10 points (maximum)

Sub-Total for Written Proposal 355 points

References [top-scoring proposer(s) only] –?% 70 points

- Ability to meet deadlines. 50 points
- Ability to create ease of working relationship. 10 points
- Ability to understand the needs/goals of the AGENCYints 10 points

GRAND TOTAL 425 points

References will be contacted for the top-scoring proposer(s) only, based on the written proposal. References will then be scored and included in the Grand Total.

4.3 ORAL INTERVIEWS MAY BE REQUIRED

Written submittals and oral interviews, if considered necessary, will be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral interview and final determination of contract award. Should the AGENCY elect to hold oral interviews, it will contact the top-scoring CONSULTANT(s) to schedule a date, time and location. Commitments made by the CONSULTANT at the oral interview, if any, will be considered binding. The score from the oral interview will be considered independently and will determine the apparently successful proposer.

4.4 NOTIFICATION TO PROPOSERS

CONSULTANTS whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful CONSULTANT letter is faxed/e-mailed to the CONSULTANT. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting CONSULTANT's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

This procedure is available to CONSULTANTS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the CONSULTANT is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

CONSULTANTS protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to CONSULTANTS under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another CONSULTANT which submitted a proposal, such CONSULTANT will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY'S action; or
- Find only technical or harmless errors in the AGENCY'S acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

